

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. <b>6</b>  TO LEASE NO. <b>GS-11B-02178</b>
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ADDRESS OF PREMISES:

425 Eye Street, N.W. Washington, DC

**THIS AGREEMENT**, made and entered into this date and between

425 EYE STREET NW, L.P.

whose address is

c/o Paramount Group, Inc.  
1633 Broadway, Suite 1801  
New York, NY 10019

Hereinafter called the "Lessor", and the UNITED STATES OF AMERICA, hereinafter called the "Government":

**WHEREAS**, the parties hereto desire to amend the above Lease No. GS-11B-02178.

Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby be construed to mean "Lease Amendment."

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective May 8, 2014 (the "Effective Date"), as follows:

1. Terminology. Capitalized terms not defined herein have the meanings ascribed to such terms in the Standard Form-2 ("SF-2") and/or Solicitation for Offers ("SFO") comprising a part of the Lease, as applicable and as previously amended.

2. Expansion of Leased Premises. The Lease is hereby amended as follows:

A. In addition to the space originally demised to the Government under the Lease (herein, the "Premises"), Lessor hereby leases to the Government approximately 10,704 BOMA Rentable Square Feet (BRSF) (yielding approximately 8,837 ANSI/BOMA Office Area Square Feet (ABOA), located on a portion of the seventh (7<sup>th</sup>) floor of the Building, as such space is depicted on Schedule 1 attached to this Agreement (the "First Expansion Premises"). The First Expansion Premises shall be leased upon all of the terms and conditions set forth in the Lease, as modified by the terms of this Agreement.

B. The term of the Lease with respect to the First Expansion Premises shall commence one hundred eighteen (118) working days from the Effective Date of this Agreement (the "First Expansion Premises Commencement Date") and shall continue until June 6, 2021, being the last day of the term with respect to the balance of the space leased by the Government under the Lease. On the First Expansion Premises Commencement Date, the First Expansion Premises shall constitute a part of the Premises for all purposes of the Lease, except as specifically set forth otherwise in Paragraph 2.D below and/or elsewhere in this Amendment.

C. In connection with the foregoing, the Government's early termination right as set forth in Paragraph 4 of the SF-2 shall no longer apply, and Paragraph 4 of the SF-2 is hereby deleted in its entirety.

D. Commencing on the First Expansion Premises Commencement Date, the annual rent for the entire Premises (including the First Expansion Premises) shall be increased by \$460,272.00 (computed on the basis of \$43.00 per BRSF of space within the First Expansion Premises); accordingly, as of such date, the total annual rent payable under the Lease shall be \$12,801,524.78, payable in equal monthly installments of \$1,066,793.73 (and Paragraph 3 of the SF-2 is hereby amended to reflect the same). Notwithstanding the foregoing, the Government shall be entitled to an abatement of base rent in the amount of \$38,356.00 per month for the first five (5) calendar months following the First Expansion Premises Commencement Date, for a total rental abatement amount of \$191,780.00. For avoidance of doubt, the rental

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abatements provided pursuant to the provisions of Paragraph 3 of the SF-2 shall not apply with respect to the rent payable by the Government on account of the First Expansion Premises.

E. As a result of the incorporation of the First Expansion Premises into the Premises, the first sentence of Paragraph 6.D of the SF-2 is hereby deleted in its entirety, and the following shall be, and is hereby, substituted in lieu thereof: "For purposes of Paragraphs 4.2 and 4.3 of the SFO, the Government's occupancy is 80.543%, based upon occupancy of 296,138 BRSF in a building of 367,677 BRSF."

F. As a result of the incorporation of the First Expansion Premises into the Premises, the text of Paragraph 6.E of the SF-2 is hereby deleted in its entirety, and the following shall be, and is hereby, substituted in lieu thereof: "For purposes of Paragraph 4.3 of the SFO, the Government's operating cost base as of the original commencement date of the Lease shall be (b) (4)"

G. Lessor hereby agrees to construct certain tenant improvements with respect to the First Expansion Premises (the "First Expansion Premises Tenant Improvements"). The cost to construct the portion of the First Expansion Premises Tenant Improvements pertaining to the building shell requirements set forth in the Lease and applicable solely to the First Expansion Premises (the "Building Shell") shall be paid by Lessor at its sole cost and expense; the balance of the cost of constructing the First Expansion Premises Tenant Improvements shall be paid by the Government in the manner provided in the Lease, using the Tenant Improvement Allowance (see Paragraph 2.G.2 below) and a lump sum payment, if necessary, in accordance with Paragraph 2.G.3 below. The First Expansion Premises Tenant Improvements shall be designed, constructed and paid for pursuant to all of the terms and conditions of the Lease (with all references in the Lease to "Tenant Improvements" modified to mean and refer solely to the First Expansion Premises Tenant Improvements), except that:

1. No "Warm Lit Shell Credit" shall be provided by Lessor to the Government. Accordingly, Lessor shall be obligated to perform the "building shell" work identified in Section 1.12 of the SFO insofar as the same pertains to the First Expansion Premises.

2. Lessor shall provide the Government with a tenant improvement allowance in the amount of \$413,041.38 (the "Tenant Improvement Allowance"), computed at the rate of \$46.74 per ABOA within the First Expansion Premises. The Tenant Improvement allowance shall be used by Lessor solely to pay for the cost of designing and constructing the First Expansion Premises Tenant Improvements (exclusive of the cost of constructing the Building Shell), subject to the limitations on fees as provided for in the Lease and this Agreement.

3. The Government shall be required to reimburse Lessor for all costs and expenses incurred by Lessor in designing and constructing the First Expansion Premises Tenant Improvements, *exclusive of the cost of constructing the Building Shell*, to the extent such costs and expenses exceed the Tenant Improvement Allowance. Such payment shall be made by the Government to Lessor in a single lump sum within forty-five (45) days after the date the First Expansion Premises Tenant Improvements are substantially complete and accepted by the Government in accordance with the provisions of Section 5.12.G of the SFO.

4. The limitation on the fees set forth in Paragraph 6.G of the SF-2 shall apply with respect to the design and construction of the First Expansion Premises Tenant Improvement.

5. The agreed schedule for the design and construction of the First Expansion Premises Tenant Improvements is attached hereto as Schedule 2 (the "Construction Schedule"). In connection with the design and construction of the First Expansion Premises Tenant Improvements, all references in the SF-2, SFO or any other portion of the Lease to Attachment N or to the agreed-upon construction schedule shall mean and refer to the attached Construction Schedule. Anything contained herein to the contrary notwithstanding, neither the First Expansion Premises Commencement Date nor the Government's obligation to pay rent with respect to the First Expansion Premises shall be conditioned upon the substantial completion and/or acceptance of the First Expansion Premises Tenant Improvements on or prior to any particular date, it being the intent hereof that the Government's rental obligations shall commence promptly upon the First Expansion Premises Commencement Date irrespective of the status of construction. Accordingly, all provisions of the Lease conditioning the Government's obligation to pay rent upon the completion and acceptance of space by the Government shall not apply with respect to the First Expansion Premises. Lessor covenants to prosecute the construction of the First Expansion Premises Tenant Improvements diligently and in good faith. The Government agrees that its right to exercise any remedies afforded to the Government under Paragraph 11 of the General Clauses forming a part of the Lease (or any other provision of the Lease) shall only apply if Lessor fails to prosecute the construction of the First Expansion Premises Tenant Improvements diligently and in good faith, and such failure is not cured prior to the expiration

of the notice and cure period provided for under Paragraph 6.P of the SF-2.

6. The Government shall provide a proposed Program of Requirements (or "POR") to Lessor for its review, comment and approval as soon as practicable following the Effective Date. The Government's proposed POR shall be consistent with POR's typically provided by the Government to other D.C. area landlords of first class office space for premises similar in size, type and use as the First Expansion Premises, and shall in all events include all information reasonably necessary for Lessor to prepare the Design Intent Drawings. All references in the Lease to the POR shall mean the POR for the First Expansion Premises Tenant Improvements approved by the parties. As set forth in the Construction Schedule, Lessor shall be responsible for preparing the Design Intent Drawings. The Tenant Improvement Allowance shall be used to pay for the cost of preparing the Design Intent Drawings.

H. The Government represents and warrants that it has neither engaged a real estate broker nor authorized any broker or other third party to represent it in connection with the leasing of the First Expansion Premises, and that the Lessor has no obligation to pay any commission to any party in connection with the leasing of the First Expansion Premises other than the Lessor's broker, Cassidy Turley. For avoidance of doubt, the provisions of Paragraph 6.C of the SF-2 and all provisions of the Lease pertaining to the "Commission Credit") shall not apply with respect to the First Expansion Premises.

I. The parties acknowledge that the following provisions of the Lease shall not apply with respect to the First Expansion Premises: SF-2 Paragraphs 4, the first (1<sup>st</sup>) sentence of 6.B, 6.C, 6.H, 6.O, and 7.A, 7.L, 7.M, 7.N.; SFO Sections 1, 2, 3.1, 3.2.A, 3.4 – 3.7, 5.7, the first two (2) sentences of the preamble to Section 5.12 and the second (2<sup>nd</sup>) sentence of Section 5.12.F, 5.12.H and the first sentence of 5.12.I (it being agreed that this Agreement conclusively establishes the "rent commencement date" and "lease commencement date") with respect to the First Expansion Premises and there is no need for the execution of an SLA to establish or confirm such dates.

3. No Other Amendments. Except as specifically set forth herein, all other terms and conditions of the Lease shall remain in force and effect.

4. Disputed Payments. Lessor hereby waives its claim for interest charges on account of alleged late payment of tenant improvement reimbursements and base rent attributable to the period between June 1, 2011 and February 3, 2012.

*This document will not constitute an obligation until the date of execution by the United States. Therefore, while payments may be made retroactively, no monies whatsoever are due until thirty (30) days after the date of execution by the Government. Any amount due will not accrue interest until that time.*

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR: 425 EYE STREET NW, L.P.  
By: PGREF I 425 GP, Inc., its general partner

Signature: (b) (6)  
Name: Jolanta K. Bott  
Title: Vice President  
Date: 3/26/14

FOR THE GOVERNMENT:

Signature: (b) (6)  
Name: James Phelan Michele Parrish  
Title: Lease Contracting Officer,  
GSA, Public Buildings Service  
Date: 5/8/2014

WITNESSED FOR THE LESSOR BY:

Signature: (b) (6)  
Name: Andrea F. Llewellyn  
Title: Administrator  
Date: 3/26/14

*Handwritten signature*

SCHEDULE 1

FLOOR PLAN OF FIRST EXPANSION PREMISES



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SCHEDULE 2

DESIGN AND CONSTRUCTION SCHEDULE

PROJECT PHASE	TIMETABLE**
Lessor Provides Design Intent Drawings	15 DAYS
Government Reviews and Approves Design Intent Drawings	15 DAYS
Lessor Provides Working-Construction Drawings	10 DAYS
Government Reviews Working-Construction Drawings	15 DAYS
Government Approves CD's for Pricing and Permits	0 DAYS
Lessor Completes Construction Pricing and Obtains Construction Permit	15 DAYS
Government Reviews and Approves Pricing	5 DAYS
Government Issues Notice to Proceed with Construction	0 DAYS
Lessor Completes Interior Construction and Obtains Occupancy Permit	40 DAYS
Government Inspects and Accepts Finished Space	3 DAYS
TOTAL WORKDAYS - (FROM POR APPROVAL TO GOVERNMENT ACCEPTANCE)	118 DAYS

\*\* The number of days listed shall be "working days". The foregoing schedule shall not commence until the Government and Lessor have agreed upon a Program of Requirements.